

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)
AND
THE NAVAL FACILITIES ENGINEERING COMMAND (NAVFAC)

1. **Purpose**. This is a voluntary agreement between the Naval Facilities Engineering Command (NAVFAC) and the U.S. Environmental Protection Agency (EPA) by which NAVFAC and EPA recognize and implement the equivalency of NAVFAC's energy efficiency design and construction criteria for military housing with EPA's ENERGY STAR® Labeled Homes Program in one of the following ways:

- a. Equivalency of homes designed and constructed under NAVFAC supervision in accordance with Navy Family Housing Project Standards, NAVFACINST 11101.85H, to EPA ENERGY STAR® Labeled Homes Program Guidelines.
- b. Equivalency of homes built or improved under NAVFAC supervision in accordance with Navy Family Housing Project Standards, NAVFACINST 11101.85 F-G, that achieve a Home Energy Rating (HERS) score of 86 or greater.
- c. Any homes built under NAVFAC supervision that comply with any other EPA equivalent programs may be labeled ENERGY STAR®

2. **Understanding**. NAVFAC and EPA agree that the primary purpose of the ENERGY STAR® Labeled Homes Program with respect to NAVFAC military housing construction activities is to: (1) demonstrate that energy efficient homes can be constructed and operated at less expense to the government than "conventional" housing; (2) reduce maintenance requirements; (3) improve home quality and occupant comfort; (4) reduce energy consumption; (5) reduce air pollution; and (6) enhance the national economy.

3. **Definitions**. EPA ENERGY STAR® Labeled Homes: A home built to at least minimal EPA Program guidelines of energy efficiency. This normally corresponds to a Home Energy Rating System (HERS) score of 86.0 or greater, which generally provides 30% or greater energy savings for heating, cooling and water heating end-uses compared to "conventionally-constructed" houses (houses that minimally comply with state energy codes, the Council of American

Building Officials (CABO) *Model Energy Code*, and/or the *International Energy Conservation Code*).

4. **NAVFAC Responsibilities.** NAVFAC agrees to promote and implement the EPA ENERGY STAR® Labeled Homes Program in its housing projects. It will require contractor(s) to adhere to the energy-efficiency criteria Navy Family Housing Project Standards, NAVFACINST 11101.85H, or subsequent criteria certified by EPA as equivalent to ENERGY STAR® Labeled Homes Program Guidelines. NAVFAC also agrees to employ oversight to ensure quality construction in accordance with NAVFACINST 11101.85H, using EPA's Inspection Checklist for Navy Family Housing.

- a. NAVFAC agrees to share details of its EPA ENERGY STAR® Labeled Homes Program affiliation and activities with other branches of the U.S. military services.
- b. NAVFAC agrees to cooperate with EPA in publicizing the benefits of energy-efficient homes.
- c. NAVFAC agrees (at the convenience of NAVFAC and/or its contractor(s)) to allow EPA to perform limited energy-audit inspections and infiltration & duct leakage diagnostic testing on dwelling units constructed under this agreement prior to occupancy.

5. **EPA Responsibilities.** EPA agrees to examine Navy Family Housing Project Standards, NAVFACINST 11101.85H, and subsequent criteria provided by NAVFAC and recommend edits and additions that will, if adopted, ensure that military housing constructed to this criteria will be equivalent to EPA ENERGY STAR® Labeled Homes Program guidelines for energy efficiency.

- a. EPA will certify as EPA ENERGY STAR® Labeled Homes any homes whose addresses are submitted to EPA by NAVFAC accompanied by a compliance statement and for which at least 15% (or 1/7) have undergone random detailed inspection and demonstrated compliance with the Inspection Checklist for Navy Family Housing. Each group of submitted homes must include the inspection/test results from the 15% (or 1/7) houses that are representative of the group.

- b. EPA will certify as ENERGY STAR® Labeled Homes any recently constructed or improved homes whose addresses are submitted to EPA by NAVFAC accompanied by a compliance statement. A random sample of at least 15% (or 1/7) of the homes must have achieved a Home Energy Rating (HERS) score of 86 or greater. Each group of submitted homes must include the inspection/test results for the 15% (or 1/7) houses that are representative of the group.
- c. EPA will certify as EPA ENERGY STAR® Labeled Homes any homes whose addresses are submitted to EPA by NAVFAC accompanied by a compliance statement for any other EPA equivalent program.
- d. EPA agrees to provide informational and promotional materials to assist NAVFAC in its efforts to promote the construction of energy-efficient homes.

6. Use of EPA Energy Star Logo. EPA agrees to provide NAVFAC, at no charge, materials from which NAVFAC can reproduce the EPA ENERGY STAR® logos. The use of these logos by NAVFAC will be in accordance with EPA "Logo Usage Guidelines" and limited to promotional material and housing certified by EPA as EPA ENERGY STAR® Labeled Homes.

- a. NAVFAC shall not use the logos in a manner that directly or otherwise implies EPA endorsement of NAVFAC or the NAVFAC's products or services.
- b. NAVFAC agrees not to alter the logos.
- c. If either EPA or NAVFAC terminates this agreement, NAVFAC will no longer be entitled to associate the logos with their organization or subsequent military housing projects and will no longer make reference to the EPA ENERGY STAR® Labeled Homes Program so as to imply continuing involvement in the program.

7. Conflict Resolution. Each party agrees to exercise good faith as a general principle for resolving conflicts under the EPA ENERGY STAR® Labeled Homes Program.

a. Both parties agree to informally notify each other if any problems or issues arise and to work together to provide maximum public confidence in the program.

b. Dispute Resolution


1. If EPA believes that NAVFAC is not meeting the terms of this MOU, then EPA will notify NAVFAC and attempt to address and resolve the problem informally. Every effort shall be made by both parties to resolve the issues informally. If these informal discussions do not produce a mutually agreeable resolution, EPA shall notify NAVFAC in writing that the agreement is subject to termination. NAVFAC agrees to reply to EPA in writing within 20 business days of receiving EPA's letter. At that time, NAVFAC shall do one of the following: (a) undertake in a timely and effective manner, the corrective actions sought by EPA; (b) explain why such corrective actions will not be undertaken and provide alternatives for resolving the issue or (c) terminate this agreement. If NAVFAC does not respond to EPA's letter within 20 business days, or if formal agreement on corrective action is not reached, the agreement is terminated.
2. If NAVFAC believes that EPA is not meeting all of its commitments or experiences problems implementing the ENERGY STAR® Labeled Homes program, then NAVFAC will notify EPA and attempt to address and resolve the problem informally. Every effort shall be made by both parties to resolve the issues informally. If these informal discussions do not produce a mutually agreeable resolution, NAVFAC shall notify EPA in writing that the agreement is subject to termination. EPA agrees to reply to NAVFAC in writing within 20 business days of receiving NAVFAC's letter. At that time, EPA shall do one of the following: (a) undertake in a timely and effective manner, the corrective actions sought by

NAVFAC; (b) explain why such corrective actions will not be undertaken and provide alternatives for resolving the issue or (c) terminate this agreement. If EPA does not respond to NAVFAC's letter within 20 business days, or if formal agreement on corrective action is not reached, the agreement is terminated.


8. **Freedom of Information Act at Confidential Business**

Information. Both parties understand that information provided by NAVFAC to EPA will be treated in accordance with EPA's public information regulations under 40 Code of Federal Regulations, Part Two.

9. **Effective Date.** This Memorandum of Understanding is effective when signed by both EPA and NAVFAC. NAVFAC or EPA can terminate this agreement at any time, for any reason, with no penalty or liability to either party.



PAUL M. STOLEMAN
Director, Office of Atmospheric Programs
U.S. Environmental Protection Agency



M. K. LOOSE 2/5/01
Rear Admiral, CEC, U. S. Navy
Vice Commander
Naval Facilities Engineering Command